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| Howard M. Ehrenberg <i>hehrenberg@sulmeyerlaw.com</i> Chapter 7 Trustee 333 South Hope Street, Thirty-Fifth Floor Los Angeles, California 90071-1406 Telephone: 213.626.2311 Facsimile: 213.629.4520 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Howard M. Ehrenberg, Chapter 7 Trustee | |
| UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION | |
| In re: ALFREDO JOHN DIAZ, Debtor. | CASE NO.: 2:14-bk-29992-RN CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY <i>[44.5% MEMBERSHIP INTEREST IN LOADED GUN, LLC, d/b/a REVOLVER VIDEO BAR]</i> |

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| Sale Date: May 19, 2015 | Time: 9:00 a.m. |
| Location: United States Bankruptcy Court, Courtroom 1645, Roybal Federal Building, 255 East Temple Street, Los Angeles, California 90012 | |
| Type of Sale: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Last date to file objections: <u>May 3, 2015</u> | |
| Description of property to be sold: <u>Debtor's 44.5% membership interest in Loaded Gun, LLC, d/b/a Revolver Video Bar (the "Property").</u> | |
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This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Subject to liens, claims, encumbrances and/or interests and attached overbid procedures; the Property is being sold with no warranties, recourse, contingencies, or representations of any kind.

All competing bids must acknowledge that Estate's interest in the Membership Interest is being sold on an "AS IS" basis without warranties of any kind, expressed or implied, being given by the Trustee whatsoever. Trustee is not sure of the total nature and extent of the Estate's Membership Interest. Accordingly, Trustee shall convey only the Estate's interest, if any, in the Membership Interest. The competing bidder must represent and warrant that he/she/it is purchasing the Membership Interest as a result of his/her/its own investigations and is/are not buying the Estate's Membership Interest pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Trustee. The competing bidder must acknowledge that he/she/it has investigated the Estate's interest in the Membership Interest, or elected to waive such investigation, and upon closing of the sale governed by the Operating Agreement, the bidder forever waives, for himself/herself/itself, their/its heirs, successors and assigns, all claims against the Debtor's Estate, Howard M. Ehrenberg as Chapter 7 Trustee and individually, and his attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Estate's Membership Interest.

Terms and conditions of sale:

Proposed sale price: \$44,500.00

1 To qualify for overbid, interested parties must provide the Trustee with a cashier's check in the amount of \$5,000.00, made payable to "Howard M. Ehrenberg, Chapter 7 Trustee", at the address below, by no later than 12:00 p.m., Pacific Daylight Savings Time, May 15, 2015. The initial overbid will be \$49,500.00. Subsequent overbids may be made in increments of not less than \$1,000.00.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

May 19, 2015

9:00 a.m.

United States Bankruptcy Court, Los Angeles Division

Roybal Federal Building - Courtroom 1645

255 East Temple Street

Los Angeles, California 90012

Contact person for potential bidders (*include name, address, telephone, fax and/or email address*):

Howard M. Ehrenberg, Chapter 7 Trustee

333 South Hope Street, 35th Floor

Los Angeles, CA 90071-1406

Telephone: (213) 626-2311

Facsimile: (213) 629-4520

hehrenberg@sulmeyerlaw.com

DATED: April 16, 2015

PROPOSED OVERBID PROCEDURES

The proposed Sale to Miller is subject to approval of the United States Bankruptcy Court and to qualified overbids. The Trustee's proposed overbid procedures are as follows:

Chris Miller has offered to purchase the Membership Interest for \$44,500.00 (the "Purchase Price"), \$5,000.00 which has been tendered, with the balance to be paid within fourteen (14) calendar days following entry of the order approving the sale of the Membership Interest. As noted above, however, the sale of the Membership Interest is subject to overbid pursuant to the following proposed overbid procedures (the "Overbid Procedures"):

(1) Intent To Bid And Overbid Amount

Any party wishing to bid on the Membership Interest ("Overbidder") shall advise the Trustee of their intent to bid on the Membership Interest and the amount of their overbid (which must be at least \$5,000.00 more than the current selling price of \$44,500.00 (the "Initial Overbid"), by no later than 12:00 p.m., PDT, on May 15, 2015 (the "Overbid Deadline"). In his absolute and sole discretion, the Trustee shall have the right to accept additional overbids submitted prior to the hearing but after the Overbid Deadline. Any Overbids subsequent to the Initial Overbid of \$49,500.00 will be in additional increments of not less than \$1,000.00, commencing with the bid amount of \$50,500.00.

All competing bids must acknowledge that Estate's interest in the Membership Interest is being sold on an "AS IS" basis without warranties of any kind, expressed or implied, being given by the Trustee whatsoever. Trustee is not sure of the total nature and extent of the Estate's Membership Interest. Accordingly, Trustee shall convey only the Estate's interest, if any, in the Membership Interest. The competing bidder must represent and warrant that he/she/it is purchasing the Membership Interest as a result of his/her/its own investigations and is/are not buying the Estate's Membership Interest pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Trustee. The competing bidder must acknowledge that he/she/it has investigated the

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Estate's interest in the Membership Interest, or elected to waive such investigation, and upon closing of the sale governed by the Operating Agreement, the bidder forever waives, for himself/herself/itself, their/its heirs, successors and assigns, all claims against the Debtor's Estate, Howard M. Ehrenberg as Chapter 7 Trustee and individually, and his attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Estate's Membership Interest.

(2) Payment Of Deposit

Any Overbidder shall provide the Trustee with a cashier's check, payable to "Howard M. Ehrenberg, Chapter 7 Trustee of the Bankruptcy Estate of Alfred John Diaz" in the amount of \$5,000.00 (the "Deposit"). The Deposit must be delivered so that it is received by the Trustee (whose name and address is set forth on the upper left corner of the first page of this Motion) by no later than the Overbid Deadline.

In the event of any Overbid, the \$5,000.00 deposit from Miller or successful Overbidder shall serve as the Deposit for Miller or any successful Overbidder. The party that is not deemed the "Winning Bidder," at that phrase is defined below, shall have their deposit refunded to them.

(3) Evidence Of Financial Ability To Perform

Any Overbidder must provide the Trustee with evidence of the proposed Overbidder's financial ability to pay the full amount of the Overbid so that such evidence is received by the Trustee no later than the Overbid Deadline.

(4) Auction

All parties who have submitted timely bids and otherwise satisfied the foregoing requirements will be able to participate in an auction to be conducted at the hearing on the Motion as is necessary in order to increase their bid. As stated previously, the Initial Overbid will be in the amount of \$49,500.00 and any subsequent overbids will be in increments of \$1,000.00.

The Trustee will request authority to sell the Membership Interest to the bidder with the highest Overbid (the "Winning Bidder"), and for authority to sell the Membership Interest to the next highest bidder if the Winning Bidder fails to perform. To be considered the "highest overbid," any overbid must be on the same terms and conditions of the Operating Agreement.

(5) Tender Of Balance Of Purchase Price

The Winning Bidder's Deposit shall be applied towards the total Purchase Price. The Winning Bidder must tender the balance of the total Purchase Price to the Trustee via cashier's check within fourteen (14) calendar days following entry of the order approving the sale of the Membership Interest to such buyer. To the extent the Winning Bidder fails to tender the balance of the Purchase Price by such date, that bidder's entire Deposit shall be non-refundable and forfeited to the Trustee.

(6) Agreement To Terms And Overbid Procedures

Any Overbidder's tender of the Deposit to the Trustee shall serve as that Overbidder's agreement with these proposed Overbid Procedures and the terms of sale of the Membership Interest discussed herein.

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